

1 RICHARD A. MARSHACK, #107291  
rmarshack@marshackhays.com  
2 LAILA MASUD, #311731  
lmasud@marshackhays.com  
3 MARSHACK HAYS LLP  
870 Roosevelt  
4 Irvine, California 92620  
Telephone: (949) 333-7777  
5 Facsimile: (949) 333-7778

6 Gerald Singleton, SBN 208783  
gerald@slffirm.com  
7 SINGLETON LAW FIRM, APC  
450 A Street, 5<sup>th</sup> Floor  
8 San Diego, CA 92101  
Tel: (619) 771-3473

9 Attorneys for SLF Fire Victim Claimants

10  
11 **UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
12 **SAN FRANCISCO DIVISION**

13 In re	)	Case No. 19-30088 (DM)
	)	
14 PG&E CORPORATION,	)	Chapter 11
	)	
15 and	)	(Lead Case–Jointly Administered)
	)	
16 PACIFIC GAS AND ELECTRIC	)	
17 COMPANY	)	
	)	
18 Debtors	)	
<hr/>		
19 Affects:	)	
20 <input type="checkbox"/> PG&E Corporation	)	
21 <input type="checkbox"/> Pacific Gas & Electric Company	)	
22 <input checked="" type="checkbox"/> Both Debtors	)	
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**RESPONSE BY THE SINGLETON LAW  
FIRM FIRE VICTIM CLAIMANTS TO  
THERESA ANN MCDONALD’S MOTION  
FOR RECONSIDERATION OF THE  
IDENTIFICATION OF PARTIES WHO  
TIMELY OBJECTED TO THE FIRE  
VICTIMS CLAIMS RESOLUTION  
PROCEDURE**

[ Docket No. 8137]

23 \* All papers shall be filed in the Lead  
24 Case No. 19-30088 (DM).  
25  
26  
27  
28

1 Singleton Law Firm Fire Victim Claimants (“SLF Fire Victim Claimants”) hereby file this  
2 Response to the *Emergency Pleading Requesting Reconsideration of the Identification of Parties who*  
3 *Timely Objected to the Fire Victims Claims Resolution Procedure* [Docket No. 8137 filed on June 26,  
4 2020, by Theresa Ann McDonald (“Motion”), pursuant to the *Court’s Order Directing Debtors, the*  
5 *TCC and Fire Victims’ Trustee to Respond to the Motion* [Docket No. 8199], filed June 29, 2020.

6 **I. The Claims Resolution Procedure Was Structured to Protect Fire Victims While**  
7 **Expediting Payment**

8 A plan is proposed in good faith, in part, if creditors have been dealt with in a fundamentally  
9 fair manner. *See* section 1129(a)(3); *In re Stolrow's Inc.*, 84 B.R. 167, 172 (9th Cir. BAP 1988)  
10 (citing *In re Jorgensen*, 66 B.R. 104, 109 (9th Cir. BAP 1986). Fundamental fairness has been  
11 achieved here as the Plan consists of consensual resolutions that address all claims and reflects  
12 considerable negotiation and agreement with all major parties. As this court previously put it, the  
13 “impaired classes have voted for the present Plan, and *to sustain these objections would be to ignore*  
14 *the wishes of that very strong majority.*” *In re PG&E Corp.*, No. 19-30088-DM, 2020 Bankr. LEXIS  
15 1586, at \*35 (Bankr. N.D. Cal. June 17, 2020)

16 As the Court is aware from reports by counsel during the inception of this cases, there were  
17 numerous highly specialized lawyers and financial advisors who came up with a process to push  
18 funds out as quickly as possible to all fire victims, including Movant. All interests were separately  
19 represented in the lengthy, vigorous, complex, and mediated negotiations.

20 The parties who participated in creating the claims resolution procedures (“CRP”) did so  
21 recognizing that there were limited funds and traditional methods of disbursement could result in a  
22 loss of substantial distributions to fire victims. Indeed, the CRP was crafted with the consent of a  
23 team of over 30 lawyers including numerous attorneys for fire victim claimants, like Movant.

24 All of these attorneys agree the CRP reflects the best process to ensure prompt payment to fire  
25 victim claimants who have waited long enough for compensation for their losses. Validating this fact,  
26 upwards of 85% of fire victims voted in favor of the Plan to which the CRP was integrated. The CRP  
27 is the will of 85% of the people for good reason – it ensures expeditious payment. Expanding the  
28 breadth of the CRP risks reducing payments to fire victims who timely participated in the process.

1 **II. Voting on a Plan and Objecting to A Plan Are Distinct Concepts Such That Movant's**  
2 **Current Request Functions as an Objection to Plan Confirmation and Thus Is Untimely**

3 After the period for voting on a plan has closed and notice of hearing has been given, 11  
4 U.S.C. § 1128 requires a confirmation hearing to be held. While parties in interest may object to  
5 confirmation, an objection to confirmation differs from a vote to reject the plan. A vote to reject a  
6 plan may be based on any grounds or none at all; it is dependent solely on the preference of the voter  
7 and voter's perception of his/her best interests. An objection, on the other hand, must be based on  
8 legal ground that the plan fails to meet the requirements for confirmation prescribed by 11 U.S.C. §  
9 1129. If the plan satisfies those requirements, the objection fails and the court issues an order of  
10 confirmation under Rule 3020 of the Federal Rules of Bankruptcy Procedure ("FRBP"). Thereafter,  
11 the effect of confirmation is stated by 11 U.S.C. § 1141. In general, Section 1141(a) makes the  
12 provisions of the confirmed plan binding on all parties in interest – including the debtor, creditors,  
13 and shareholders – whether or not the claims were impaired and *whether or not they accepted the*  
14 *plan*. This general rule is subject to the objections to plan confirmation. Fed. R. Bankr. P. 3020(a).  
15 But a creditor who fails to object to a plan waives its right to challenge the plan in accordance  
16 with Rules 3017(c) and 3020(b)(1).

17 The Code contemplates that concerned creditors will take an active role in protecting their  
18 claims. Otherwise, FRBP 3017, which provides for fixing a deadline for filing rejections of a plan,  
19 and FRBP 3020(b), which provides for fixing a deadline for filing objections to confirmation, would  
20 have no substance. *See In re Record Club of America*, 38 B.R. 691, 696 (M.D. Penn. 1983).

21 If the treatment of Movant's claim was unclear in the Plan, Movant could have insisted upon a  
22 proper explanation of its rights, or timely objected to confirmation on such grounds. Indeed, Movant  
23 was given multiple opportunities during the plan confirmation process to raise any concerns it may  
24 have had about the treatment of its claims or the CRP. This is evidenced by the fact that other  
25 claimants did in fact timely object to the CRP and were afforded the right to be heard on the very  
26 issues that Movant now raises untimely. *See*, Dk. No. 6176, 7072, 7207, 7367, 8235.

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1 This Court set May 15, 2020, as the final date for filing written objections to confirmation of  
2 the Plan. *See*, Dk. No. 5732. Again, while many others did timely object and preserve their rights,  
3 Movant did not. Thus, Movant has waived any argument and raising them now is untimely.

4 **III. Movant's Request is Effectively a Request for Reconsideration Which Burden She Has**  
5 **Failed to Carry**

6 Movant effectively seeks reconsideration of this court's order which may be accomplished  
7 through application of Federal Rules of Civil Procedure ("FRCP") 59(e) or 60(b), made applicable  
8 through FRBP 9023 and 9024. As this Court previously noted:

9 Neither rule recognizes a motion for reconsideration. *In re Captain Blythers, Inc.*, 311  
10 B.R. 530, 539 (9th Cir. BAP 2004). Instead, FRCP 59(e) contemplates a motion to  
11 alter or amend a judgment. Under FRCP 59(e), **amendment of a judgment is**  
12 **justified where: (1) the court is presented with newly discovered evidence; (2) the**  
13 **court committed clear error or the initial decision was manifestly unjust; or (3)**  
14 **there is an intervening change in controlling law.** *School Dist. No. 1J, Multnomah*  
15 *County, Oregon v. Acands Inc.*, 5 F.3d 1255, 1263 (9th Cir. 1993). A party may not  
16 use a motion to amend as a vehicle "to present a new legal theory for the first time,"  
17 "to raise legal arguments which could have been raised in connection with the  
18 original motion," or "to rehash the same arguments presented the first time or simply  
19 express the opinion that the court was wrong." *In re JSJF Corp.*, 344 B.R. 94, 103  
20 (9th Cir. BAP 2006), *aff'd* and remanded, 277 Fed. Appx. 718 (9th Cir. 2008).  
21 Similarly, FRCP 60(b) permits a Court to reconsider a prior judgment or order "**only**  
22 **upon a showing of (1) mistake, surprise, or excusable neglect; (2) newly**  
23 **discovered evidence; (3) fraud; (4) a void judgment; (5) a satisfied or discharged**  
24 **judgment; or (6) extraordinary circumstances which would justify relief."** *School*  
25 *Dist. No. 1J, Multnomah County, Oregon v. Acands Inc.*, 5 F.3d at 1263.

26 *See*, Dk. No. 8148.

27 Nothing in the Motion meets the standards for reconsideration. Plainly put, there is (i) no  
28 demonstration of error by this Court in its previous ruling regarding judicial review, (ii) no newly  
29 discovered evidence as all fire victims like Movant received notice of the parameters of the trust; (iii)  
30 no intervening change in law. Not only is Movant's request untimely, but it does not make a showing  
31 for why changing course on an integral document of a plan that has since been confirmed is prudent.

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1 **IV. Conclusion**

2 The Motion should be overruled because (i) it is untimely; (ii) does not meet the burden for  
3 reconsideration; and (iii) would disenfranchise the overwhelming voice of the majority.  
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5 Dated: July 8, 2020

MARSHACK HAYS LLP

6 By: /s Richard A. Marshack

7 Richard A. Marshack

Laila Masud

8 Dated: July 8, 2020

SINGLETON LAW FIRM, APC

9 By: /s Gerald Singleton

10 Gerald Singleton

11 Attorneys for the SLF Fire Victim Claimants  
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